NORTH SHORE RAILWAY

Further Statement of Facts, in Relation to Certain Matters in Difference Between Thomas McGreevy, Contractor, and Silas Seymour, General Consulting Engineer; With a Supplement

Silas SEYMOUR

NORTH SHORE RAILWAY: FURTHER STATEMENT OF FACTS, IN RELATION TO CERTAIN MATTERS IN DIFFERENCE BETWEEN THOMAS MCGREEVY, CONTRACTOR, AND SILAS SEYMOUR, GENERAL CONSULTING ENGINEER; WITH A SUPPLEMENT

Silas SEYMOUR

ATRİSUHA YAYINLARI

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NORTH SHORE RAILWAY

FURTHER STATEMENT OF FACTS

In relation to matters in difference between SILAS SEYMOUR, *General Consulting Engineer, and* THOMAS McGREEVY, *Contractor for the North Shore Railway.*

On the 10th of May, 1876, I published, in pamphlet form, a "*Statement of Facts,*" in relation to certain "*Special Agreements*," between Mr. McGreevy and myself, which had been entered into during the summer of 1875.

The first of these Agreements, dated June 21st, 1875, had reference to my obtaining outside parties, who would either furnish Mr. McGreevy with the necessary capital to enable him to carry out, successfully, his original Contract with the North Shore Railway Company, for the construction and equipment of the Road; or take the Contract entirely off his hands, and repay him the amount of his advances.

The second of these Agreements, dated August 18th, 1875, and after the Railway Company had virtually abandoned the Road, had reference to the negotiations then being carried on, between Mr. McGreevy and the Provincial Government of Quebec, respecting an entirely new Contract for the construction of the Road.

The "*Statement of Facts,*" above referred to, was not printed until after I had spent several months, in the vain endeavor to obtain a settlement with Mr. McGreevy, for the extra services which I had performed in his behalf, under these Special Agreements; and until after it had become clearly

evident that he intended to repudiate his engagements; and force me either to abandon my claims or to resort to such legal remedies as might remain open to me.

My object in printing such a statement at the time, is fully set forth in the following extract from the "*Explanatory*" remarks, at the commencement of the pamphlet.

"The following "*Statement of Facts*" in relation to the several matters therein referred to, has been compiled with much care, from originals and copies of letters, documents, and other memoranda in my possession; and printed for the exclusive use and convenience of myself and my Agents or Attorneys, in the prosecution or disposal of my claims against the Honorable Thomas McGreevy, M. P., and Contractor for the North Shore Railway."

"No general circulation will be given to the document, by myself at least, either at present, or hereafter, unless it shall be found necessary to do so for the purpose of vindicating my own private character and professional reputation, against malicious attacks which may be made upon them by interested parties, in advance of a full development of all the facts in the case, before a Court of Justice."

I will now state, with equal frankness, that the present "*Further Statement of Facts*" is published for the purpose of showing that Mr. McGreevy, in his efforts to free himself from his *legal*, as well as *Honorable* engagements with me, has made the most malicious and unwarrantable attacks upon my private character and professional reputation; and, also, that the fact of his having done this, affords me, in my own opinion, at least, the fullest justification for giving general publicity, not only to the "*Statement of Facts*" above referred to; but to the base and disreputable means which have thus far been resorted to, by himself and his Attorneys, in their attempts to undermine and destroy my own character and reputation, for the purpose of shielding him from his just and legal obligations.

For my present purpose, it will be sufficient to refer to the "*Legal Proceedings,*" (which I have also published in pamphlet form) based upon

the Agreement dated August 18th, 1875, of which the following is a true copy, as acknowledged by Mr. McGreevy himself, in his testimony in the case.

"Quebec, August 18th, 1875."

"DEAR SIR,

In consideration for your extra services, I hereby agree, that if I close an arrangement with the Provincial Government of Quebec, by which the Government either takes the North Shore Railway Contract off my hands, or pays me a cash consideration for performing the Contract, I will pay you five thousand, dollars upon the closing of such an arrangement; also five thousand dollars additional, within one year from that date; -and five thousand dollars additional, within two years from that date; -making in all, fifteen thousand dollars.

Yours truly,

(Signed,) THOMAS McGREEVY.

GENERAL SILAS SEYMOUR,
Consulting Engineer, &c.,
Quebec."

A reference to these Legal proceedings will show, that my Declaration was dated June 9th 1876, or nearly six months after the first instalment of $5,000 had become due under the above Agreement; and that the suit was brought for the recovery of this amount, with interest, and costs.

It will also be seen, that the Defendant's Answer, dated July 6th, 1876, contains, substantially, the following allegations:

1st. That inasmuch as I was the salaried Officer of the North Shore Railway Company at the time, any matter or thing done or performed by me, in connection with said Railway, was so done and performed, in behalf of the Railway Company, and not for the Defendant.

2nd. That my continuing to hold office under said Company, disqualified me from rendering any service to the Defendant, in connection with said Railway.

3rd. That I acted adversely to the Defendant's interests, and purposely injured him, both by words and deeds, in connection with these negotiations with the Government; and the subsequent ratification of the Contract, by the Provincial Legislature.

4th. That I never performed any of the services contemplated, or alluded to in the Agreement of August 18th, 1875; or was willing to perform the same, or any of them.

5th. That by *deceitfully pretending* that I had performed such services; and *concealing* from him the fact that I had acted adversely to the Defendant's interests, I obtained from him certain payments, to which *I was not entitled, and did not earn.*

It will be seen from the above, that I am charged by Mr. McGreevy with conduct *unbecoming to my profession and official position*; also with *double dealing, deceit, pretense, concealment*; and with *obtaining money under false pretenses*; all of which charges and allegations, are to day and have for several months past, been spread out upon the public records of the Court, over the signature of his Attorneys, Messrs Andrews, Caron and Andrews.

I will not pause, at the present moment, to make any comment upon either the principles, or the *animus*, which must have predominated in the mind which dictated these charges and allegations; particularly when it was fully known at the time, that every one of them was false; and, as the event proved, not a particle of evidence was offered in the case, to sustain them; or to remark upon the damaging effect which such false and malicious charges must necessarily have upon my own private character, and professional reputation.

It is proposed, however, to give, in this place, and as a matter for future, and most important reference, an extract from Mr. McGreevy's own testimony in the case, for the purpose of showing the reasons, which *at that particular time*, he thought proper to give, *under oath*, to the Court, for having signed the Agreement of August 18th, 1875; and also the nature and extent of the *extra services* referred to therein, which, at that time, and from his own point of view, I was expected to perform, under that Agreement.

Extract from the Testimony of Hon. Thomas McGreevy, given at Enqaete, Oct. 12th, 1876.

"In August and September 1875, I had occasion to have several interviews with the Plaintiff, with reference to the proposed arrangement about to be entered into for the construction of the North Shore Railway by the Government; and during this time there were frequent negotiations carried on between me and the Government, to come to an understanding in the matter.

"One of the principal objects was, that the Government should undertake the construction of the Road, instead of the Railway Company; and another principal object was, to substitute a cash basis for payments, in lieu of Railway Bonds, and subsidies. It is not true that I, on occasions, sought the assistance of the Plaintiff; but he sent for me, and told me that the Treasurer of the Province had called on him to assist him in preparing the draft of Contract, Schedules, and Estimates.

"I was very desirous that the thing should be put through as soon as possible; and that there should be no delay. *I signed an Agreement, during these interviews, with the Plaintiff, upon which this action is based, in order that there should be no delays*, as before stated; knowing that the Plaintiff had the means in his power of keeping it back; *which I would not have done under any other circumstances*. It was not signed for services rendered, *and only for the reason above mentioned.*"

The following is a copy of the judgment rendered in the above mentioned case, on the 7th of February, 1877:

COPY OF JUDGMENT, *in Superior Court, for the first instalment, under Agreement of August l8th 1875.*

"Considering that the Defendant hath failed to prove the allegations of his plea of *Perpetual Exception*, in this cause fyled, the same is hence dismissed.

"Considering that the Plaintiff hath proved the material allegations of his Declaration; and more particularly, that the Defendant, if he closed an Agreement with the Provincial Government of Quebec, by which the Government either took the North Shore Railway Contract off his hands; or paid him a cash consideration for performing the Contract; in consideration of the Plaintiff's Extra Services, agreed to pay the Plaintiff five thousand dollars upon the closing of such an arrangement; also five thousand dollars additional, within one year from that date; and five thousand dollars additional, within two years from that date; making in all fifteen thousand dollars:

"Considering that the Defendant has closed an arrangement with the said Government, by which it pays the Defendant a cash consideration for performing the North Shore Railway Contract:

"The Court doth adjudge and condemn the Defendant, for the considerations aforesaid, to pay to the Plaintiff the sum of *Five thousand dollars, with interest and costs.*"

Referring the reader to the *Pamphlet*, hereinbefore mentioned, for any farther particulars respecting my *first* suit against Mr. McGreevy, under his Agreement of August 18th, 1875, I will now proceed to notice the *Legal Proceedings*, so far as they have progressed, under the *second* suit, which has been instituted for the recovery of the second instalment of $5,000 which became due, under the same Agreement, on the 24th of December, 1876. Or within one year from the date of the closing of the arrangement, with the Provincial Government, therein referred to.

The Plaintiff's Declaration is this case is dated, Quebec January 15th, 1877, or some *twenty days prior* to the rendering, by the Court, of Judgment in the first case.

The Defendant's Answer is dated on the 8th of February 1877, or *one day after* the rendering of Judgment in the first case.

In order to a perfect understanding of the matter, the full text of each of these documents will be given, as follows:

PLAINTIFF'S DECLARATION

Silas Seymour, of the city of Quebec, in the district of Quebec, Civil Engineer, complaining of the Honorable Thomas McGreevy, of the same place, Railroad Contractor, by this, his Declaration represents:

That the Plaintiff is, and has been for many years, a General Consulting Engineer, acting as such, more especially, in so far as relates to the construction and equipment of Railways, at Quebec and elsewhere.

That the Defendant was, from the 21st of February, 1874, to the 24th of September, 1875, the Contractor for the construction of the North Shore Railway, then being built and constructed by the North Shore Railway Company, a body politic and corporate.

That in the month of August, 1875, the Defendant entered into negotiations with the Government of the Province of Quebec, with a view of obtaining from the said Government, the Contract for the building of the said North Shore Railway, on the basis of a cash consideration; or of being relieved from the Contract already entered into for the construction of the said Railway, which it was then expected would be taken in hand, and built by the said Government.

That, during the said negotiations, the said Defendant applied to the Plaintiff, as General Consulting Engineer, as aforesaid, for his aid and assistance therein.

That, on the 24th of September, 1875, the said negotiations ended; and a Contract was entered into, between the Government of the Province of Quebec, and the Defendant, for the construction of the said North Shore Railway, for a cash consideration to be paid the Defendant for performing the Contract therein mentioned; which Contract was subsequently ratified and approved by the Legislature of the Province of Quebec, on the 24th December, 1875; and the said Grovernment authorized to carry out the same; and to build and construct the said Road.

That, during all the said negotiations, the said Defendant had the aid, assistance, counsel, and advice of the Plaintiff, as General Consulting Engineer, as aforesaid; and that the Plaintiff rendered the Defendant many and important services in connection therewith; all which enured to his profit and advantage.

That in consideration thereof, the said Defendant, by paper writing, bearing date at Quebec, the 18th of August 1875, promised and bound himself towards the Plaintiff, as follows :

"In consideration for your extra services," (to wit, those above mentioned) "I hereby agree, that, if I close an arrangement with the Provincial Government of Quebec, by which the Government either takes the North Shore Railway Contract off my hands; or pays me a cash consideration for performing the Contract, I will pay you five thousand dollars, upon the closing of such an arrangement; also five thousand dollars additional, within one year from that date; and five thousand dollars additional, within two years from that date; making in all, fifteen thousand dollars."

That, in view of the premises, there is due by the Defendant, to the Plaintiff, the sum of five thousand dollars; being the second instalment due under the aforesaid Agreement, or paper writing, and therein mentioned as the sum of five thousand dollars additional, payable within one year from the aforesaid date, of the 24th December, 1875; and which said sum, or second instalment became due and payable, by the Defendant to the Plaintiff, on the 24th day of December last; and which said sum the Defendant refuses and neglects to pay, though often thereunto requested.

Wherefore, the Plaintiff prays that, by the Judgment of this Honorable Court, the Defendant be condemned to pay to him the said sum of five thousand dollars, with interest and costs, distracted in favor of the undersigned.

(Signed), ALLEYN & CHAUVEAU,
Attorneys for Plaintiff

Quebec, January 15th, 1875.

DEFENDANT'S ANSWER.

And the said Defendant, for answer unto the *Demande* of him the said Plaintiff, in the Declaration of him the said Plaintiff in this cause fyled contained, not confessing or acknowledging any of the matters or things in the said Declaration set forth alleged to be true, by this his Perpetual Exception *Péremptoire en Droit*, saith, that the Plaintiff by Law, cannot at any time have or maintain any action against the said Defendant, for or by reason of the matters and things in the said Declaration set forth and alleged, or of any or either of them, because he says:

That during all the times in which the Plaintiff, in his said Declaration alleges that he performed services for the Defendant, he the Plaintiff was a paid officer of the North Shore Railway Company, receiving as such officer a large annual salary; and any lawful matter by the Plaintiff, during the said periods, in relation to or connected with the said North Shore Railway, or its construction; or in relation to the contract for the construction thereof, done by the Plaintiff, was so done as such paid officer of the said Company; and for the said Company, and not for him the said Defendant, or in his, the said Defendant's interest.

That the holding, by the Plaintiff, of the said office, disqualified him from legally rendering the said Defendant any services in connection with the said Railroad, its construction, or the contract for its construction; and in fact the said Plaintiff did not render the said Defendant any services, or in any manner advance the interest of the Defendant in the premises; but on the contrary, acted adversely; and opposed his wishes and desires, in reference to the matters in relation to the Defendant's Contract for the construction of the said Road, and the ratification by the Legislature of this Province, of the Contract between the said Defendant and the said Government.

Wherefore the said Defendant prays the dismissal of the Plaintiff's action in this behalf, with costs.

And the said Defendant, for further plea to the said Declaration, saith, that he the said Plaintiff, deceitfully pretending that he had rendered him, the Defendant, assistance and services, which in facthe had not, and could, not lawfully render, obtained from the Defendant a sum of two hundred dollars, paid by him, the Defendant to J. G. Colston, Esquire, Advocate, at the request, and upon the written order of him, the said Plaintiff; and also obtained from him, the Defendant, two negotiable pormissory notes, dated at Quebec the first of May, eighteen hundred and seventy-six, for the sum of twelve hundred dollars each, payable, respectively, three and four months after their said dates; and which said notes, he the said Plaintiff, has negotiated, and received the proceeds thereof; and never gave any legal consideration for the same.

And the Defendant avers, that the said notes, and the said moneys were exacted and given; and the letter by the said Defendant signed, dated at Quebec, the eighteenth day of August in the year one thousand eight hundred and seventy five, upon which the Plaintiff's action is founded, and declared upon in his Declaration, were solicited by the said Plaintiff, and written and consented by the Defendant, and by the Plaintiff received, as a bribe; and with the corrupt intention that he, the Plaintiff, should fail in his duty, as such officer of the said North Shore Railway Company, in its relations with the said Defendant; and not exact from the said Defendant a strict and faithful performance of the said Defendant's contract, as Contractor for the said Road.

And the Defendant further alleges, that the Plaintiff did corruptly obtain from him, the Defendant, the said writings and promises, with the distinct understanding between them, that he, the Defendant, would be aided by him, the Plaintiff, in evading an honest and faithful execution of his said contract for the said Railway. And the said Defendant, yielding to the suggestions of the said Plaintiff, agreed with him to make him the said several promises. And he, the said Plaintiff, with the corrupt view of receiving the amount of the said sums so promised, undertook to aid and

assist him, the Defendant, in evading a faithful execution of his, the Defendant's conract for the construction of the said Road.

And so the Defendant saith, that all the understandings and promises mentioned in the said Plaintiff's Declaration were without legal consideration, and were corruptly and immorally solicited, exacted, stipulated for, and received by him, the Plaintiff, as a bribe; and were so by the Defendant made and given, upon the understanding that he, the Plaintiff, would assist the Defendant, in an unfaithful and imperfect execution of his agreement as Contractor for the said Railroad; and are therefore illegal, null, and void.

All which allegations, the said Defendant doth hereby aver to be true, and well founded in fact and in law; and the same will verify, prove and maintain, when and as this Honorable Court shall direct.

Wherefore the said Defendant humbly prays that, for the causes aforesaid, by the Judgment of this Honorable Court, the action of the said Plaintiff in his behalf, be hence dismissed with costs; of which costs, the undersigned Attorneys, pray distraction in their favor.

Quebec, 8th February, 1877.

(Signed,) ANDREWS, CARON & ANDREWS,

Attys. for Defendant.

In connection with the latter part of the foregoing "*Answer*" by the Defendant, I desire the reader to refer immediately back to the testimony given *under the solemnity of an Oath*, in relation to the *same matter, and by the same Defendant*, on the 12th October, 1876.

In order to bring these remarkable documents *face to face* with each other, it will be better, perhaps, to print the following extracts from each, in parallel columns; so that, *like twin productions of the same prolific parentage*, they may become familiar with each others features, and general characteristics; for certainly, at *first sight*, they will not be able to recognize their *uear relationship.*

Extract from Mr. McGreevy's "Testimony." October 12th, 1876.

"I was very anxious that the thing," (to wit, the Government Contract), "should be put through as soon as possible; and that there should be no delays. *I signed an Agreement during these interviews with the Plaintiff, upon which this action is based, in order that there should be no delays*, as before stated, knowing that the Plaintiff had the means in his power of keeping it back; *which I would not have done under any other circumstances. It was not signed for services rendered, and only for the reason above mentioned.*"

Extract from Mr. McGreevy's "Answer." February 8th, 1877.

"And the Defendant avers, that the said notes, and the said moneys were given; *and the letter by the Defendant signed, dated Quebec, 18th August, 1875, upon which the Plaintiff's action is founded, and declared upon in his declaration, were solicited by the said Plaintiff, and written and consented by the Defendant, and by the Plaintiff received as a bribe*; and with the corrupt intention that he, the Plaintiff, should fail in his duty, as such officer of the North Shore Railway Company in its relations with the said Defendant; *and not exact from the said Defendant, a strict and faithful performance of the said Defendant's Contract as Contractor for the Roa*

It will be remembered that this Answer was prepared by the Defendant's Attorney's, and probably at the Defendant's dictation, the day after it was known that the Court had decided, with reference to the first case: "*that the Defendant hath failed to prove the Allegations of his plea*:" and also "*that the Plaintiff hath proved the material allegations of his Declaration;*" and, finally, that: "*The Court doth adjudge and condemn the Defendant, for the considerations aforesaid, to pay to the Plaintiff the sum of Five thousand dollars, with interest and costs*"

It would certainly, and very naturally be expected, that a Defence in an exactly similar case; and prepared under the immediate *negative* inspirations of such a decision from the Court, would contain some points and allegations upon which to base a last, and most probably a "*forlorn Hope*," that were not contained in the Defence to the first action under the same Agreement; but I must confess, that, even with my somewhat intimate knowledge of the Defendant's *real* character; which knowledge has been acquired during the past few years of the most painful and humiliating business intercourse and relations with him, I was not quite prepared to witness such a degree of *moral obliquity and turpitude*, as are exhibited in the above "*Evidence*" and "*Defence*" in this case.

As to how far these remarks will apply to *Attorneys*, or *Counsellers at Law*, who have deliberately affixed their signatures to a Defence of the above nature, *in the face of the sworn statements of their own client*, I will leave for others than myself to judge.

The important facts, that for several months previous to the date of the Agreement in question, I had ceased to exercise any control whatever, over the character of the work embraced in the Defendant's Contract with the Railway Company; and also, that, at the date of the Agreement, the Railway Company had practically *ceased to exist*, by reason of having declared its inability to progress with the work under existing arrangements; and having at the same time, invested the Provincial Government with full power to make such Arrangements with the Contractor, as it might think proper, in the public interest; all of which facts, although fully proven, *and even admitted by the Defendant*, upon the

first trial, seem to have been entirely forgotten, or intentionally ignored, by the Defendant and his Attorneys, in the preparation of their Defence in the second suit, under the same Agreement.

It seems also, to be still more extraordinary, that *the Chief point of Defence* set up in the present suit, should have been entirely forgotten, or intentionally ignored by the Defendant and his learned Attorneys and Counsel, in the Answer to, and trial of the first suit under the same Agreement.

The further important fact seems also to. have been entirely overlooked by the Defence, in both cases, to wit: that in aiding the Defendant in his negotiations with the Government, the Plaintiff was depriving himself of his salary as Consulting Engineer of the Road, during its entire construction; an equivalent for which, *and nothing more*, was provided for in the Agreement of August 18th 1875.

CONCLUDING REMARKS

My "*Explanatory*" to the "*Statement of Facts,*" hereinbefore referred to, closed with the following remarks:

"I will venture to add however, that if the facts as herein set forth, afford any indication of the nature of the principles which have heretofore governed, and still govern the Honorable Thomas McGreevy, in his business transactions; and in his ideas of honesty and fair dealing with his fellow men, it is a mystery to me, how he has reached the present exalted social, political, and financial positions which he claims to enjoy.

"Feeling anxious, if possible, to obtain a solution of this problem, I shall watch, with more than ordinary solicitude, the result of the application of the same principles, as already initiated, in the carrying out of the great and important Undertaking, with which he has been entrusted by the Provincial Government."

I will now close the present "*Further Statement of Facts*," with only the additional remarks; that I shall continue to watch with equal, if not greater solicitude, the result of the application of the same, or if possible, more corrupt principles, as already not only initiated, but fully developed by Mr. McGreevy, in his *repudiation* of his solemn Agreement of August 18th, 1875.

I have always had an abiding, and I humbly trust, a religious faith, in the doctrine of retributive justice; and also, in the doctrine of future, and, to a certain extent, of present rewards and punishments. But I will frankly confess, that if the course taken in this matter, by the Honorable Thomas McGreevy, M. P., and Government Contractor for the North Shore Railway, shall prove successful on his part; and at the same time destructive, as it must consequently prove, to my own private character and

professional reputation; my faith will be very considerably shaken, as to the theory of present rewards and punishments; but it will, at the same time, be very much strengthened, as to the nature and extent of the rewards and punishments, that are quite sure to be meted out, in that future world, to which we are all so rapidly, and so certainly hastening.

If Mr. McGreevy chooses to continue to occupy the position of a prominent party to a gigantic scheme of bribery and corruption, such as his Attorneys aver, and solemnly declare, in his Answer, that he is able to prove before the Court, at any time when called upon to do so, I shall certainly not object; but he must excuse me from voluntarily accompanying him down to these depths of infamy and disgrace.

Feeling, as I sincerely do, an abiding consciousness of having, in the most perfect honor and good faith, performed all, and even more than I undertook, or than Mr. McGreevy could have expected me to do, under the Agreement in question; and that in doing this, I not only benefitted him to the extent of several hundred thousand dollars; but also carried out, to the fullest extent, the expressed wishes and desires of the Railway Company, whose servant and salaried officer I was; while, at the same time, I acted in the most perfect good faith towards the member of the Provincial Government, who was conducting the negotiations with Mr. McGreevy, I shall most certainly continue my efforts to obtain such justice from him as the laws of the land will accord to me; not only for the services which I rendered to him under the Agreement in question; but also for the great damage which he has inflicted upon me, by reason of his fraudulent representations, in connection therewith.

Even during the short space of time that has already intervened, since these atrocious calumnies have been spread upon the public records of the Court, they have been caught up by the news-paper Press, and spread through the entire country like wild-fire; accompanied by comments and remarks, that are calculated to, and must necessarily inflict an irreparable injury upon my personal character, and professional reputation; which are

now and always have been my only working capital; and without which, pure and usullied, no Civil Engineer can hope for success in his Profession.

By immediately supplying the Press, and the leading business men of this Country, the United States, and Europe, with a well authenticated "Statement of Facts" in the case, I may perhaps counteract the evil to some extent; but it never can be fully remedied.

SILAS SEYMOUR
General Consulting Engineer.

Quebec, February 17th 1877.

SUPPLEMENT

LATEST EDITION OF FACTS

"A few more of the same sort left."

OLD RAZOR-STROP-MAN.

Inasmuch as events have occurred, since the foregoing "*Statement*" has been put in type, which may have an important bearing upon the matter. I have felt it my duty to stop the Press, for the purpose of placing before the Public, the latest "*Facts*" in this most remarkable Case.

After I had respectfully declined to accede to any terms of settlement with the *Honorable* Thomas McGreevy, that did not recognize his full obligation to carry out his Agreement of August 18th 1875; and also a full and unqualified retraction by him, of all his slanderous allegations against me, in connection therewith:

And after the Defendant had been served with a notice to appear in Court, on Monday morning, February 19th, 1877, and answer certain interrogatories, (*Faits et Articles*) with which he was furnished, in relation to the *truthfulness* or *falsity* of the allegations contained in the Plaintiff's Declaration, and the *Defendant's Answer*, in the Case now pending:

And after it had become generally known, that I was preparing the foregoing "*Further Statement of Facts*", for the purpose of placing all these matters in their true light before the Public; and thus counteracting, as far as possible, the injury which I was sustaining from the general circulation of

his *libellous calumnies*, against my private character and professional reputation:

And after I had sent to the Editor of the Quebec "*Morning Chronicle,*" the following communication upon the subject:

"SIR, -I have observed in a recent issue of the CHRONICLE; and also in the Montreal and other papers, allusions to the matters in difference between Mr. McGrreevy and myself, respecting the North Shore Railway; all of which are calculated to injure my private character and professional reputation.

"May I ask that the CHRONICLE, and other papers throughout the country, will kindly refrain from any further remarks of this nature, until I can furnish to the Press, and the Public generally, a well authenticated "*Statement of Facts*" in the case; which I hope to have ready for general circulation, within a day or two.

Very respectfully,

S. SEYMOUR,

General Consulting Engineer."

Quebec, Feb. 17, 1877.

After the occurrence of the above mentioned events, it appears to have been *suddenly* discovered by the *Honorable* Thomas McGreevy, M. P., and *Government Contractor* for the North Shore Railway, that his Parliamentary duties imperatively required his immediate presence in Ottawa, the Capital of the Dominion.

The *Local column* of the Quebec "*Morning Chronicle,*" of Monday, Feb. 19th, 1877, therefore contained the following important *item* of information:

"PERSONAL. -Hon. Mr. McGreevy, M. P. for Quebec West, was to have left for Ottawa on Saturday evening, to attend to his sessional duties."

The *Editorial column* of the same paper, was also headed with the following *double-leaded*, and *startling* announcement:

"We are authorized by Mr. McGrreevy to state, that the plea fyled in the Court House, and alluded to in the Press, was not authorized by him, and was done without his knowledge or consent."

When the Case of *Seymour versus McGreevy*, was called in the SUPERIOR COURT, at half past ten, on the same *eventful* Monday morning, MR. F. W. ANDREWS, Q. C, of the Law Firm of *Andrews, Caron and Andrews*, a fine venerable looking Gentleman, who I am assured, wrote the "*Plea fyled in the Court*" to which allusion is made in the above News-Paper Editorial; and whom, *I know, heard, and paid the closest attention* to every word of his *Honorable* Client's testimony, as given at Enquete on the 12th Oct., 1876, in the first suit, and under the same Agreement; which testimony, as has already been shown, *belies* the entire latter portion of the Plea: This Gentleman, after having, as I am credibly informed, consulted fully with his associate Counsel in the Case, arose in response to the above call, and applied to the Honorable Court for a postponement of the Case, upon the ground that the rule which had been personally served upon Mr. McGreevy, three days previously, ordering him to answer certain interrogatories therein mentioned, had issued prematurely; by reason of which, he had taken the responsibility of advising his *Honorable* Client, that it was his privilege and duty to obey *the call of his Country*, instead of the *Summons of the Court*; and that the *Expected Witness* had consequently left for Ottawa.

After a most scathing and earnest argument and protest, by Mr. E. Alleyn, Q. C, of Messrs. Alleyn and Chauveau, my own Attorneys, the Honorable Court thought proper to postpone a further hearing in the Case, until March 9th, 1877.

If it had been the desire or intention, of the Defendant to make any *responsible* denial, or explanation of the calumnious Plea in question, with a view of shielding himself from the responsibilities connected therewith; and at the same time, protecting me, as far as it was then possible, from further injury therefrom; it is quite evident that he had been furnished, *by my own* Attorney, with a most favorable opportunity of doing so, by

appearing in Court, and answering the interrogatories which had previously been propounded to him.

Instead of doing this, however, it will be seen, that by the deliberate and concurrent action of the *Honorable* Defendant, and his *learned and venerable* Attorney, and Counsel, I am compelled to rest, so far as the *records of the Court* are concerned, for several weeks to come, under the *public charge and allegation* of having been a party with the *Honorable* Thomas McGreevy, M. P., and *Government Contractor* for the North Shore Railway, *to a vile conspiracy to defraud my employers; and also of having corruptly accepted a bribe, for the same dishonorable purpose*.

Referring a moment, however, to the most extraordinary, and *totally irresponsible* announcement contained in the *Editorial* column of the "*Morning Chronicle*," above referred to, it would appear, that the celebrated *Plea*, or *Answer* in question, has been placed in a most *anomalous*' if not *embarrassing* position.

If any reliance is to be placed in the *Newspaper Editorial*, above referred to, this Plea has been driven from the protecting roof of its reputed *Father*, or *God-Father*, whichever he may be; and the poor *Bantling*, or Orphan, is now wandering about, like "*Japhet in search of a Father*"; or perhaps, more *legally* speaking, like a *Defence in search of a Defendant*, in the vain endeavor to induce some kind hearted and charitable individual, to afford if shelter and protection.

Feeling as I do, a great interest in this poor and forsaken *Outcast*; notwithstanding it has been the cause of the deepest injury to me, I will, if such shall prove to be the case, be most thankful to any responsible party who will either acknowledge its paternity; or furnish such reliable information as will lead to their early discovery.

So far as I am personally concerned, however, the *Honorable* Defendant, and all parties in interest, may rest assured, that no *News-paper Editorial*; nor any *legal quibble*, which either he, or his Attorney, and Counsel may promulgate, or resort to, will divert me from my *settled purpose* to pursue this whole matter to its *legitimate conclusions*; under the full conviction that:

SILAS SEYMOUR.

Quebec, February 20th, 1877.